

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re)	
)	Chapter 7, No. 09-30152-HJB
DONNA L. COOPER)	
)	
Debtor)	
)	

MOTION FOR AN ORDER APPROVING BIDDING
PROCEDURES AND BREAKUP FEE

To the HONORABLE HENRY J. BOROFF, Bankruptcy Judge:

Now comes JOSEPH B. COLLINS ("Trustee"), Trustee in Bankruptcy of Donna L. Cooper ("Debtor") and, pursuant to Massachusetts Local Bankruptcy Rule 6004-1(c)(2), hereby moves this Honorable Court for an Order approving certain procedures to govern any competitive bidding on the proposed sale of property of the Bankruptcy Estate and approving a Breakup Fee protecting the initial proposed purchaser of such property. In support of this Motion, the Trustee respectfully represents as follows:

1. On February 8, 2009, the Debtor filed a Voluntary Petition pursuant to the provisions of Chapter 7 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the District of Massachusetts ("Court").

2. On February 9, 2009, the Trustee accepted an appointment as Chapter 7 Trustee of the Debtor's Bankruptcy Estate and continues to serve in such capacity.

3. The Trustee's investigation of the Debtor's financial affairs revealed that she is a beneficiary of the Naola Fuqua Sprang Trust ("Sprang Trust"), the principal asset of which is a parcel of commercial real estate located at 6400-6412 Lankershim Boulevard, North Hollywood, California.

4. The relevant terms of the Sprang Trust may be summarized as follows:

(a) The Debtor is entitled to receive one-eighth (1/8) of the income generated by the Sprang Trust until the death of her mother.

(b) Upon the death of the Debtor's mother, the Sprang Trust is to terminate, and the Debtor is to receive one-quarter (1/4) of the proceeds from the liquidation of the trust estate.

5. The Trustee says that the Debtor's interest in the Sprang Trust is property of the Debtor's Bankruptcy Estate.

6. Upon information and belief, the Bankruptcy Estate's interest in the Sprang Trust is unencumbered.

7. The Trustee has negotiated an Agreement ("Agreement") with Abdenour Achab of 1000 Sibley Street, Apartment 23, Folsom, California 95630 ("Mr. Achab") to sell the Bankruptcy Estate's interest in the Sprang Trust for the purchase price of \$50,000.00 ("Purchase Price"). A copy of the Agreement is annexed hereto as Exhibit "A". The Agreement includes, as an Exhibit thereto, a redacted copy of the Sprang Trust Instrument.

8. The Trustee has received a deposit of \$5,000.00 pursuant to the Agreement.

9. The Trustee proposes the following procedures that will govern the proposed sale and any competitive bidding:

(a) Pursuant to Paragraph 3 of the Agreement, the Trustee proposes that a minimum increase of \$2,500.00, representing 5% of the Purchase Price, be required for any bid exceeding the Purchase Price ("Minimum Overbid").

(b) Also pursuant to Paragraph 3 of the Agreement, the Trustee proposes that any bid must be accompanied by a deposit of \$5,000.00 in the form of a certified check payable to the order of the Trustee or other immediately available funds.

(c) Pursuant to Paragraph 4 of the Agreement, the Trustee proposes that in the event Mr. Achab is not the successful bidder for the purchase of the Bankruptcy Estate's interest in the Sprang Trust, Mr. Achab shall receive a Breakup Fee of \$2,500.00, representing 5% of the Purchase Price ("Breakup Fee"). The proposed Breakup Fee shall be paid on a first priority basis from the proceeds of the sale of the Bankruptcy Estate's interest in the Sprang Trust.

(d) Pursuant to Paragraph 6 of the Agreement and in light of Mr. Achab's location in California, the Trustee requests that Mr. Achab be permitted to appear telephonically at any hearings relating to the sale of the Bankruptcy Estate's interest in the Sprang Trust.

10. Upon information and belief, Mr. Achab has expended significant time and effort conducting due diligence relating to the Sprang Trust and preparing an offer to purchase the Estate's interest in the Sprang Trust. Except to the extent of the Breakup Fee, these expenditures are not otherwise compensable if Mr. Achab is not the successful bidder for the Estate's interest in the Sprang Trust.

11. The Trustee says that the Breakup Fee and Minimum Overbid are reasonable and necessary to induce Mr. Achab to consummate the proposed transaction.

WHEREFORE, the Trustee respectfully requests the entry of an Order approving the proposed bidding procedures and Breakup Fee, all as more fully set forth herein, and providing such other and further relief as the Court deems just and proper.

JOSEPH B. COLLINS, TRUSTEE
IN BANKRUPTCY OF
DONNA L. COOPER

Dated: February 25, 2010

By: /s/ Spencer A. Stone
SPENCER A. STONE, ESQ.
(BBO No. 674548)
For HENDEL & COLLINS, P.C.
101 State Street
Springfield, MA 01103
Tel. (413) 734-6411
sstone@hendelcollins.com

EXHIBIT

A

AGREEMENT

This Agreement ("Agreement") is entered into this 23rd day of February, 2010, between JOSEPH B. COLLINS as Chapter 7 Trustee of Donna L. Cooper, with a principal place of business c/o Hendel & Collins, P.C., 101 State Street, Springfield, Massachusetts 01103 ("Seller") and ABDENOUR ACHAB, an individual residing at 1000 Sibley Street, Apartment 23, Folsom, California 95630 or his nominee ("Buyer"), for the sale of a certain asset of DONNA L. COOPER f/k/a DONNA LINDA JOHNSON ("Debtor").

W I T N E S S E T H :

WHEREAS, on February 8, 2009, the Debtor filed a Voluntary Petition pursuant to the provisions of Chapter 7 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Massachusetts ("Bankruptcy Court"), styled In re Donna L. Cooper, Docket Number 09-30152-HJB ("Case");

WHEREAS, the Seller is the duly appointed, acting, and qualified Trustee in Bankruptcy of the Debtor's Bankruptcy Estate;

WHEREAS, as a result of the Seller's appointment as Trustee in Bankruptcy of the Debtor's Bankruptcy Estate, the Seller has an interest in Neola Fuqua Sprang Trust ("Property"), which interest is described in the Order of the Superior Court of the State of California for the County of Los Angeles, In the Matter of the Estate of Neola Fuqua Sprang, Docket Number 604 562 ("Trust Instrument"), as the interest belonging to Donna Linda Johnson; a redacted copy of said Order is annexed hereto as Exhibit "A";

WHEREAS, the trustee of the Property is U.S. Trust, Bank of America Private Wealth Management, operating through Bank of America, N.A. ("U.S. Trust"), and the Property has been assigned an account number of [REDACTED] and

WHEREAS, the Seller wishes to sell and the Buyer wishes to buy the Seller's interest in the Property in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller hereby agree as follows:

1. Property to be Acquired. Subject to the terms and conditions of this Agreement, the Buyer shall acquire all of the Seller's right, title, and interest in and to the Property. Also included in the Property to be purchased pursuant to this Agreement are any payments received after March 1, 2010 by the Seller from U.S. Trust on account of the Seller's interest in the Property. Such payments shall be applied to the Purchase Price as set forth in Paragraph 2 of this Agreement.

2. Purchase Price. The purchase price that the Buyer agrees to pay to the Seller is FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS ("Purchase Price"). The Purchase Price is payable as follows:

a. A deposit of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS ("Deposit") is being delivered contemporaneously with the execution of this Agreement; and

b. The sum of FORTY-FIVE THOUSAND AND 00/100 (\$45,000.00) DOLLARS ("Balance") will be paid to the Seller in cash, by certified or bank check, or by wire transfer within ten (10) days after the Order of the Bankruptcy Court approving this sale has become final and non-appealable ("Closing"). Any payments received by the Seller from U.S. Trust on or after March 1, 2010, on account of the Seller's interest in the Property shall be applied toward the Balance at Closing.

3. Bidding Procedures. All higher offers from third parties must exceed the Purchase Price by at least TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,500.00) DOLLARS and be accompanied by a deposit in the amount of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS in the form of cash, certified or bank check, or wire transfer in order to be considered.

4. Breakup Fee. In the event that the Buyer is not the successful bidder, the Buyer shall receive a Break-Up Fee equal to five percent (5%) of the Purchase Price. The Seller shall pay the Break-Up Fee to the Buyer within seven (7) days of the receipt of the funds representing the proceeds of the sale of the Property on a first priority basis from such proceeds.

5. Bankruptcy Court Approval. The terms of this Agreement and the sale contemplated hereby are subject to the approval of the Bankruptcy Court in the Case. Upon execution of

this Agreement and receipt of the Deposit, Seller will file a motion with the Bankruptcy Court pursuant to Massachusetts Local Bankruptcy Rule 6004-1(c)(2), seeking approval of the Bidding Procedures and Breakup Fee set forth in Paragraphs 3 and 4 above ("Breakup Fee Motion"). Upon approval of the Breakup Fee Motion, the Seller will file a motion with the Bankruptcy Court seeking approval of this Agreement ("Motion to Sell"). The Buyer acknowledges that the Seller is required to solicit higher counteroffers for the Property in conjunction with the Motion to Sell pursuant to Massachusetts Local Bankruptcy Rule 6004-1.

6. Attendance at Hearing. The Seller shall seek approval from the Bankruptcy Court to permit the Buyer to appear telephonically at any hearing on the Motion to Sell. Alternatively, the Trustee shall make reasonable efforts to ensure that any hearing on the Motion to Sell shall be on a date agreeable to the Buyer and not earlier than March 15, 2010.

7. Bankruptcy Court Order. The Order of the Bankruptcy Court approving the sale contemplated herein shall contain the following:

a. A finding that the Buyer is a good-faith purchaser and that the transaction contemplated by this Agreement is an arms-length transaction.

b. An Authorization allowing the Trustee to execute any and all documents required to fully consummate the sale and transfer of the Property, whether such documents are now known or become known or necessary in the future; and

c. An Order directing U.S. Trust to make any and all payments, and distributions in kind, on account of interests in the Property otherwise due to the Debtor's Bankruptcy Estate, to the Buyer.

A copy of the proposed Order that the Seller shall submit to the Bankruptcy Court is annexed hereto as Exhibit "B".

8. Deposit. If the Buyer is approved as the purchaser of the Property, but fails to complete the sale contemplated by this Agreement, the Deposit will be forfeited. If the Buyer is not approved as a purchaser by the Bankruptcy Court, the Buyer's Deposit will be refunded within seven (7) days after the occurrence of any of the following:

a. Receipt of funds for the purchase of the Property from any third party;

b. Entry of an Order by the Bankruptcy Court denying the Motion to Sell; or

c. Upon written request made by the Seller after 4:30 p.m. on May 31, 2010 if the Bankruptcy Court has not, by that time, entered an Order approving either the Motion to Sell or the Breakup Fee Motion.

9. Closing. At the Closing, the Seller shall provide to the Buyer, at the Seller's expense, the following:

a. A Bill of Sale for the Seller's interest in the Property;

b. A copy of notification to U.S. Trust indicating that the Debtor's interest in the Property is to be transferred to the Buyer under the authority of the Bankruptcy Court;

c. Copies of all documents in the possession of the Seller or the Seller's counsel relating to the Property; and

d. A copy of the Order of the Bankruptcy Court approving the sale contemplated by this Agreement.

10. Property Sold As Is. The Buyer acknowledges that Seller makes no warranty or representation concerning the Property, which is being sold in "as is" condition. The Buyer further specifically acknowledges that the Seller and the Seller's counsel have made no warranties or representations concerning the interpretation, construction, application, applicability, or enforceability of the Trust Instrument.

11. Time of the Essence. Time is of the essence for the performance of this Agreement.

12. Construction, Venue, and Jurisdiction. This Agreement shall be governed by, construed in accordance with, and enforced under the United States Bankruptcy Code or under the laws of the Commonwealth of Massachusetts. The Bankruptcy Court shall have jurisdiction to consider all issues arising from or relating to this Agreement.

13. Broker. The Buyer and Seller each hereby represent and warrant to each other that no broker or agent has been engaged with regard to the sale of the Property contemplated hereby.

14. No Financing or Inspection Contingencies. The Buyer's obligations hereunder are not subject to any financing or inspection contingencies.

15. Entire Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, discussions, writings, and agreements between them. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranty, representations, covenants, or agreements, expressed or implied, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement has relied upon no warranties, representations, covenants, or agreements, expressed or implied, other than those expressly set forth herein. The Exhibits annexed to this Agreement are a part of this Agreement and incorporated herein. Each party participated equally in the drafting of this Agreement and no term or provision of this Agreement may be construed against either party as the sole or primary drafter of this Agreement. Each party has had the opportunity to consult with legal counsel concerning this Agreement prior to its execution.


16. Successors. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the successors and assigns of the parties hereto.


17. Captions. The captions of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

18. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but such counterparts shall together constitute but one and the same instrument. Facsimile or scanned signatures shall be considered as valid as originals.

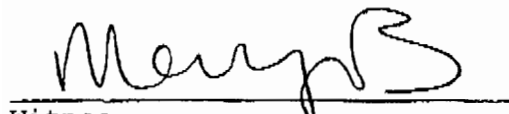
IN WITNESS WHEREOF, the undersigned have executed this Agreement the day first herein above written.

Seller:


Witness


JOSEPH B. COLLINS,
AS TRUSTEE IN BANKRUPTCY OF
DONNA L. COOPER,
AND NOT INDIVIDUALLY

Buyer:


Witness
Maryam Bahrami


ABDENOUR ACHAB

EXHIBIT "A"

*Documents file
01-2-13114-0*

LAW OFFICES

Attorney for Petitioner

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In the Matter of the Estate of

NO. P 604 562

NEOLA MUQUA SPRANG,

Deceased.

ORDER SETTLING FIRST ACCOUNT CUR-
RENT OF EXECUTOR, APPROVING SALE
OF DEPRECIATING PERSONAL PROPERTY,
FOR PARTIAL ALLOWANCE OF STATUTORY
FEES AND COMMISSIONS AND FOR
PRELIMINARY DISTRIBUTION

The First Account Current of Executor and Petition for
Its Settlement, Petition for Approval of Sale of Depreciating
Personal Property, for Partial Allowance of Statutory Fees and
Commissions and for Preliminary Distribution of SECURITY PACIFIC
NATIONAL BANK, a national banking association, as Executor of the
Will of the above-named decedent, came on regularly to be heard
in Department 11 of the above-entitled Court, the HONORABLE DAVID
N. EAGLESON, Judge presiding, on July 23, 1975.

1. Due and legal notice of the hearing of the petition
and of the settlement of the account has been regularly given for
the period and in the manner required by law.

2. The account and report of the Executor is full,
true and correct, and all the allegations of the petition for its
settlement are true.

///

A.A.

1 3. The account should be settled, allowed and approved
2 as filed and all the acts and transactions of the Executor relat-
3 ing to the matters set forth in it should be ratified, confirmed
4 and approved.

5 4. Notice to creditors has been published for the
6 period and in the manner prescribed by law. Within thirty days
7 after completion of publication of notice to creditors there was
8 filed with the Clerk of this Court an affidavit showing due pub-
9 lication of notice to creditors in the manner and form required
10 by law.

11 5. More than six months have elapsed since the issuance
12 of Letters Testamentary in this estate and since the first pub-
13 lication of notice to creditors, and the time for filing or
14 presenting claims has expired.

15 6. All claims against the estate have been paid.

16 7. The estate is but little indebted.

17 8. The California Inheritance Tax has not yet been
18 determined by this Court, but the sum of \$5,000.00 has been paid
19 on account of the tax, as evidenced by the receipt of the Treasurer
20 of the County of Los Angeles, State of California on file herein.
21 The written consent of the State Controller has been given to the
22 distribution hereafter made.

23 9. A Federal Estate Tax Return has been filed for this
24 estate and the tax there shown to be due has been paid. The
25 return has not yet been audited.

26 10. The sale of the United States \$5.00 Silver Certifi-
27 cate and the sale of \$10.00 United States Currency to [REDACTED]
28 [REDACTED] for the sum of \$18.00 cash was legally made, fairly
29 conducted and for the best interest, advantage and benefit of the
30 estate and those interested therein. Said sale should be approved
31 as a sale of depreciating personal property.

32 ///

11. Although the estate is not now in a condition to be closed, there may be distributed at this time, without loss to the creditors or injury to the estate or any person interested in it, the property described below in accordance with the decedent's Will.

12. The distribution may be made without requiring the distributees here named to execute a bond payable to the Executor.

IT IS ORDERED AND ADJUDGED that:

1. The first account of SECURITY PACIFIC NATIONAL BANK, a national banking association, as Executor of the Will of the above-named decedent is settled, allowed and approved as filed, and all acts and transactions relating to the matters in that account and report set forth are ratified, confirmed and approved;

2. There is allowed to [REDACTED] attorney for the Executor, the sum of \$5,000.00 on account of his statutory fees;

3. There is allowed to SECURITY PACIFIC NATIONAL BANK, a national banking association, as Executor of the Will of the above-named decedent, the sum of \$5,000.00 on account of its statutory compensation;

4. The sale of the depreciating property is approved;

5. There is hereby distributed to SECURITY PACIFIC NATIONAL BANK, a national banking association, in trust, the following described property:

(a) Cash in the amount of \$40,000.00, of which \$18,696.19 thereof is distributable to said Trustee as income cash. (Pursuant to Probate Code §162.5 the net income during probate to April 3, 1975, the ending date of the First Account Current, is \$18,696.19.)

(b) 150 shares of Amerada Hess Corporation, \$3.50 cumulative preferred stock, \$1.00 par.

1 (c) 67 shares of Bankamerica Corporation.
2 (d) 300 shares of Citicorp.
3 (e) 1,500 shares of Union Oil Company of California.
4 (f) \$36,000.00 first trust deed note by Rosa Rehr
5 dated October 20, 1966, payable at \$280.00 or more monthly
6 including interest at 7% beginning January 15, 1967, all due
7 on October 20, 1981.

8 The real property securing the first trust deed
9 note is legally described in the Inventory and Appraisalment,
10 Item No. 10 as follows:

11 The southerly 50 feet of Lots 114 and
12 115 of the Hollywood Valley View Tract, as per
13 map recorded in Book 10, page 192 of maps, in
14 the office of the County Recorder of Los Angeles
15 County, State of California.

16 The deed of trust was recorded on December 7,
17 1966 in Book T5187, page 950 of the Official Records of Los
18 Angeles County, State of California.

19 (g) Service station located at 6400-6412 Lanker-
20 shim Boulevard, North Hollywood, California 91606, and
21 legally described in the Inventory and Appraisalment, Item
22 No. 12 as follows:

23 Lot 1 of Tract No. 12037, in the City
24 of Los Angeles, in the County of Los Angeles,
25 State of California, as per map recorded in
26 book 222, page 21 of Maps, in the office of
27 the County Recorder of said county.

28 (h) One Canada Dollar Bill number F/M2458761.

29 (i) Two yellow metal foreign coins dated 1876 and
30 1883.

31 (j) Four items of United States Confederate Cur-
32 rency.

1 (k) Six miscellaneous coins.

2 (l) Thirteen items of various United States Cur-
3 rency.

4 (m) Eleven items of various foreign currency.
5

6 The property hereinabove described is distributed to said SECURITY
7 PACIFIC NATIONAL BANK to hold, manage and distribute as follows:

8 The net income shall be distributed in monthly or
9 other convenient installments as follows:

10 (a) One-half thereof to or for the benefit of the
11 testatrix' [REDACTED], during her life.

12 (b) One-eighth thereof to or for the benefit of the
13 testatrix' [REDACTED], as follows:

14 (1) Until [REDACTED] attains age
15 50 1/2 twenty-one, said payment shall be made to her mother,
16 [REDACTED] or to her legal guardian, or to the
17 person with whom she resides, or directly to her, or
18 otherwise, as the Trustee may, from time to time, deem
19 advisable in order to most effectively provide for her
20 care, maintenance, support and education.

21 When [REDACTED] attains age
22 twenty-one, said payments shall be made directly to her
23 or for her benefit. 12.5

24 (c) One-eighth thereof to or for the benefit of the
25 testatrix' [REDACTED]

26 (d) One-eighth thereof to or for the benefit of the
27 testatrix' [REDACTED]

28 (e) One-eighth thereof to or for the benefit of the
29 testatrix' granddaughter, DONNA LINDA JOHNSON.

30 Should any granddaughter herein named predecease the
31 testatrix' [REDACTED] then that granddaughter's
32 share of income shall be distributed as follows:

1 (a) To or for the benefit of her surviving chil-
2 dren, if any, share and share alike.

3 (b) If she has no surviving children, then to or
4 for the benefit of the other surviving granddaughters herein
5 named or the children of other deceased granddaughters on the
6 principle of representation.

7 This trust shall cease and terminate upon the death
8 of the testatrix' [REDACTED] and the Trustee
9 shall distribute the remaining trust estate to her granddaughters,
10 [REDACTED] DONNA LINDA
11 JOHNSON and [REDACTED] upon the principle of repre-
12 sentation.

13 The Trustee, to carry out the purposes of this
14 trust, and subject to any limitation stated elsewhere in this
15 Order, is vested with the following powers, in addition to those
16 now or hereafter conferred by law, affecting the trust and the
17 trust estate:

18 (a) To continue to hold any property, including
19 shares of the Trustee's own stock, and to operate at the risk
20 of the trust estate any property or business received in this
21 trust, as long as it may deem advisable, the profits and
22 losses therefrom to inure or be chargeable to the trust
23 estate as a whole and not to the Trustee.

24 (b) To manage, control, sell, convey, exchange,
25 partition, divide, subdivide, improve, repair; to grant op-
26 tions and to sell upon deferred payments; to lease for terms
27 within or extending beyond the duration of this trust for any
28 purpose, including exploration for and removal of gas, oil
29 and other minerals; to enter into community oil leases,
30 pooling and unitization agreements; to create restrictions,
31 easements and other servitudes; to compromise, arbitrate or
32 otherwise adjust claims in favor of or against the trust; to

1 institute, compromise and defend actions and proceedings) to
2 carry such insurance as the Trustee may deem advisable.

3 (c) To invest and reinvest the principal, and in-
4 come if the Trustee is required to accumulate it, and to
5 purchase or acquire therewith every kind of property, real,
6 personal or mixed, and every kind of investment, specifically
7 including, but not by way of limitation, corporate obliga-
8 tions of every kind, and stocks, preferred or common, which
9 men of prudence, discretion and intelligence acquire for
10 their own account; to invest in any common trust fund now or
11 hereafter established by the Trustee.

12 (d) To advance funds to this trust for any trust
13 purpose, such advances with interest at current rates to be a
14 first lien on and to be repaid out of principal or income;
15 to reimburse itself from principal or income for any loss or
16 expense incurred by reason of its ownership or holding of
17 any property in this trust.

18 (e) To borrow money for any trust purpose upon such
19 terms and conditions as the Trustee may deem proper, and to
20 obligate the trust estate for repayment; to encumber the
21 trust estate or any of its property by mortgage, deed of
22 trust, pledge or otherwise, using such procedure to consum-
23 mate the transaction as the Trustee may deem advisable.

24 (f) To have respecting securities all the rights,
25 powers and privileges of an owner, including the power to
26 pay assessments and other sums deemed by the Trustee neces-
27 sary for the protection of the trust estate; to participate
28 in voting trusts, pooling agreements, foreclosures, reorgani-
29 zations, consolidations mergers and liquidations, and in
30 connection therewith to deposit securities with and transfer
31 title to any protective or other committee under such terms
32 as the Trustee may deem advisable; to exercise or sell stock

1 subscription or conversion rights, to accept and retain as
2 an investment any securities or other property received
3 through the exercise of any of the foregoing powers, regard-
4 less of any limitations elsewhere in this Will relative to
5 investments by the Trustee.

6 (g) Upon any division or partial or final distribu-
7 tion of the trust estate, to partition, allot and distribute
8 the trust estate in undivided interests or in kind, or
9 partly in money and partly in kind, at valuations determined
10 by the Trustee, and to sell such property as the Trustee may
11 deem necessary to make division or distribution.

12 (h) To budget the estimated annual income and
13 expenses of the trust in such manner as to equalize, as far
14 as practicable, periodic income payments to beneficiaries.

15 (i) To determine what is principal or income of
16 the trust estate and apportion and allocate in its discre-
17 tion any and all receipts and expenses as between these
18 accounts, including also the power to charge in whole or in
19 part against principal, or to amortize out of or charge
20 forthwith to income, premiums paid on purchase of bonds or
21 other obligations. Except insofar as the Trustee shall
22 exercise the discretion herein conferred, and except as
23 otherwise provided in this Order, matters relating to prin-
24 cipal and income shall be governed by the provisions of the
25 Principal and Income Law from time to time existing.

26 (j) Unless specifically limited, all discretions
27 conferred upon the Trustee shall be absolute, and their
28 exercise conclusive on all persons interested in this trust.
29 The enumeration of certain powers of the Trustee shall not
30 limit its general or implied powers, and the Trustee, sub-
31 ject always to the discharge of its fiduciary obligations,
32 is vested with and shall have all rights, powers and

1 The following are general provisions which apply
2 to the trust herein created:

3 (a) The Trustee shall receive a reasonable com-
4 pensation for its services hereunder.

5 (b) Income accrued or unpaid on trust property at
6 the date of my death shall, when received into the trust,
7 be treated as any other income. Income accrued or in the
8 hands of the Trustee for payment to an income beneficiary
9 at the termination of his interest or estate under this
10 trust shall go to the beneficiaries entitled to the next
11 succeeding interest in the proportions in which they take
12 such interest. The Trustee shall not be required to pro-
13 rate taxes and other current expenses to the date of termina-
14 tion.

15 (c) Until the Trustee shall receive in its trust
16 department where this trust is being administered written
17 notice of any birth, marriage, death, or other event upon
18 which the right to payments from this trust may depend, the
19 Trustee shall incur no liability to persons whose interests
20 may have been affected by that event for disbursements made
21 in good faith.

22 (d) The Trustee may apply payments for the benefit
23 of any beneficiary, or may make payments to any beneficiary
24 under disability to the guardian of the person of the bene-
25 ficiary or to the parent of the beneficiary, if a minor.
26 Sums necessary for support and education may be paid directly
27 to minor beneficiaries who, in the judgment of the Trustee,
28 have attained sufficient age and discretion to render it
29 probable that the monies will be properly expended.

30 (e) The Trustee shall have the right to resign
31 this trusteeship at any time. Upon its resignation a suc-
32 cessor shall be appointed by a court of competent jurisdiction

1 upon petition of the resigning Trustee or of any person
2 interested in the trust.

3 (f) The Trustee may pay out of principal or income,
4 or partially out of each in such shares as it may determine,
5 property taxes, assessments, charges, attorneys' fees, the
6 Trustee's compensation and other expenses incurred in the
7 administration or protection of this trust. This discretion
8 may be exercised not only in the interest of the trust estate
9 but for the benefit of any beneficiary. The income remaining
10 after such expenditures as the Trustee shall elect to pay
11 therefrom shall constitute net income.

12 Notwithstanding any other provisions of this trust,
13 until the death of the testatrix' [REDACTED]
14 the Trustee shall make no sale, exchange, lease or hypothecation
15 of any real or personal property included in the trust estate,
16 or any investment of trust funds without first obtaining the writ-
17 ten approval of the said [REDACTED] if she shall be
18 competent at the time.

19
20 IT IS FURTHER ORDERED AND ADJUDGED that the requirement
21 of a bond from the distributee above named is dispensed with.

22
23 DATED: August 7, 1975.

24
25 DAVID N. EAGLESON

26 Judge

27 DAVID N. EAGLESON

28 THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-
29 TACHED IS A FULL TRUE AND CORRECT COPY OF THE
30 ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

31 SAME HAVING BEEN FILED Aug 7, 1975

32 AND ENTERED AUG 12 1975

DECRETE BOOK 2139 PAGE 399

ATTEST AUG 12 1975 29

CLARENCE E. CABELL County Clerk and Clerk of the

BY J. G. Williams Deputy

EXHIBIT "B"

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re)	
)	Chapter 7, No. 09-30152-HJB
DONNA L. COOPER)	
)	
Debtor)	

ORDER ON MOTION FOR AUTHORITY TO SELL
PROPERTY OF THE BANKRUPTCY ESTATE BY PRIVATE SALE

At Springfield, in said District on this day of ,
2010.

Upon consideration of the Trustee's Motion for Authority to Sell Property of the Bankruptcy Estate by Private Sale (hereinafter "Motion"), after notice and hearing, and for good cause shown, it is hereby

FOUND that ABDENOUR ACHAB of 1000 Sibley Street, Apartment 23, Folsom, California 95630 (hereinafter "Buyer") is an arms-length purchaser and that the transaction contemplated by this Order shall be deemed to have been made in good faith; and it is further

ORDERED that the Motion be, and hereby is, granted; and it is further

ORDERED that JOSEPH B. COLLINS, TRUSTEE IN BANKRUPTCY OF DONNA L. COOPER f/k/a DONNA LINDA JOHNSON (hereinafter "Trustee") is authorized to sell to the Buyer the Bankruptcy Estate's interest in the Neola Fuqua Sprang Trust (hereinafter "Property"), which interest is described in the Order of the

A.A.

Superior Court of the State of California for the County of Los Angeles, In the Matter of the Estate of Neola Fuqua Sprang, Docket Number 604 562, as the interest belonging to Donna Linda Johnson; and it is further

ORDERED that the Trustee is hereby authorized to prepare, execute, and deliver any and all documents, including, without limitation, bills of sale, and to perform any and all acts necessary to sell the Property as authorized herein, whether such documents and acts are now known or become known or necessary in the future; and it is further

ORDERED that the Property be sold free and clear of liens, claims, and encumbrances, with any perfected, enforceable valid liens attaching to the proceeds of the sale according to priorities established under applicable law; and it is further

ORDERED that the Trustee of the Property, U.S. TRUST, BANK OF AMERICA PRIVATE WEALTH MANAGEMENT, operating through BANK OF AMERICA, N.A., shall make all payments, and distributions in kind, on account of interests in the Property otherwise due to the Bankruptcy Estate of DONNA L. COOPER f/k/a DONNA LINDA JOHNSON, to the Buyer.

HONORABLE HENRY J. BOROFF
Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re)	
)	Chapter 7, No. 09-30152-HJB
DONNA L. COOPER)	
)	
Debtor)	

CERTIFICATE OF SERVICE

I, SPENCER A. STONE, ESQ. of the law firm of HENDEL & COLLINS, P.C., 101 State Street, Springfield, Massachusetts, do hereby certify that on the 25th day of February, 2010, I electronically filed the Motion for an Order Approving Bidding Procedures and Breakup Fee. I further hereby certify that upon receipt of the Notice of electronic service of this Motion, a copy of said Motion will be served by first class mail, postage prepaid, to any of the parties listed on the attached Exhibit "A" not noted as having received electronic service, said service being made this 25th day of February, 2010.

/s/ Spencer A. Stone
SPENCER A. STONE, ESQ.
(BBO No. 674548)
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and assigns as assignee of
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